



ROBERT RYANS
Director

COMMUNITY AND SENIOR SERVICES OF LOS ANGELES COUNTY

BOARD OF SUPERVISORS

GLORIA MOLINA
YVONNE BRATHWAITE BURKE
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

April 29, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVE ACTIONS TO PROVIDE EMPLOYMENT SERVICES FOR
FOSTER YOUTH THROUGH
THE INDEPENDENT LIVING PROGRAM
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**JOINT RECOMMENDATION WITH THE DIRECTOR OF THE DEPARTMENT OF
CHILDREN AND FAMILY SERVICES THAT YOUR BOARD:**

1. Authorize the Director of Community and Senior Services (CSS), or his designee, to execute any and all documents necessary to complete an intrafund transfer of a maximum of \$1,690,000 in Independent Living Program (ILP) funds, of which \$250,000 will be used in Fiscal Year 2002-03 to fund CSS management costs, \$240,000 will be used in FY 2003-04 to fund CSS management costs, and \$1,200,000 will be used in FY 2003-04 for direct program services, from the Department of Children and Family Services (DCFS) to CSS, effective upon Board approval, and upon approval as to form by County Counsel, to provide job readiness and placement services to emancipating youth.
2. Approve the attached appropriation adjustment in the amount of \$250,000 to reflect the FY 2002-03 ILP funding from DCFS. (Attachment A)
3. Authorize the Director of CSS, or his designee, to negotiate and execute contracts in substantially similar form to Attachment B with two (2) consultants to be determined, at a total cost not to exceed \$ 30,000 for FY 2002-03, and \$120,000 for FY 2003-04, after County Counsel and Chief Administrative Office (CAO) approval, effective date of Board approval through June 30, 2004, with an option to extend the contracts for one (1) additional year based on satisfactory performance and availability of funding; and authorize the Director of CSS, or his designee, to execute new contracts as needed to replace consultants based on poor performance, after County Counsel and CAO approval.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended actions is to authorize CSS to accept ILP funds from DCFS and to re-design and implement the ILP Skills Enhancement Program for the provision of job readiness and placement services to youth ages 14-21.

The County's ILP Design Team, which was created at the direction of the Board on July 17, 2001, is under the direction of the CAO. Design Team members include the CAO, CSS, DCFS, Department of Mental Health, Community Development Department, the Probation Department, the Children's Commission, Casey Family Programs, and United Friends of the Children. The Team identified a need to re-design the Skills Enhancement Program and to draw upon the employment expertise CSS offers. The program design will focus on the employment and training needs of the foster youth clients with the ultimate long-term goal of helping youth achieve self-sufficiency. The design combines the service delivery systems of DCFS and CSS WorkSource Centers, Youth Centers, and that of partners such as the Employment Development Department (EDD) and the Community Colleges.

This design will result in more comprehensive and streamlined services for youth.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the County Strategic Plan by ensuring access to employment services (Goal # 3, Organizational Effectiveness, Ensure that service delivery systems are efficient, effective and goal oriented).

The enhancement of the ILP job readiness and placement program will maximize employment opportunities for emancipated youth in an effort to promote self-sufficiency (Goal # 5 – Children and Families Well-Being, Improve the well-being of children and families in Los Angeles County as measured by the achievements in the five outcome areas adopted by your Board: good health; economic well-being; safety and survival; social and emotional well-being; and educational/workforce readiness).

FISCAL IMPACT/FINANCING

The cost for the recommended actions totals \$1,690,000, of which \$250,000 will be used in FY 2002-03 to fund CSS management costs. In FY 2003-04, \$240,000 will be used for CSS management costs and \$1,200,000 for direct program services.

The ILP is 100% reimbursed by federal funding through the State ILP allocation. There is no impact on the County general fund.

The attached budget adjustment is to increase the department's appropriation for FY 2002-03. Funding has also been included in the department's FY 2003-04 Proposed Budget. Any unspent funds will be returned to DCFS within 30 days of the close of the County FY.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Foster Care Independence Act of 1999 (also known as the John H. Chafee Foster Care Independence Program) allocates funds to serve foster youth and emancipated foster youth up to the age of 21 in order to help prepare youth for independent living. A portion of the annual ILP allocation may be used for job readiness and employment services.

The youth participating in the program will be referred to the appropriate center for assessment of skills and aptitudes, training in job search, job placement assistance, and follow-up. Supportive services such as interview clothing or transportation assistance, may be provided through the Workforce Investment Act (WIA) Youth Program, for those foster youth referred to a Youth Center upon completion of the ILP Skills Enhancement Program.

CONTRACTING PROCESS

DCFS and CSS will enter into an MOU for the transfer of funds and the provision of the services. CSS will begin to conduct an RFP process in May 2003 for the purpose of selecting service providers, and will return to your Board for approval to enter into contracts with the selected vendors accordingly.

Consultants will manage the development, refinement and implementation of a tracking system and will train others in the use of the tracking system. They will analyze data and present information to management and other stakeholder groups as requested. The consultants will also take a proactive role in providing program direction based on the information learned. The selection process for consultants will consist of advertising in printed media, as well as on the Internet, initial screening based on job specifications, and an interview. CSS Management will make the final selection decisions.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

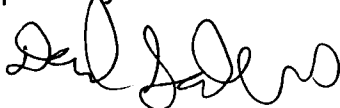
Numerous studies show that youth, especially those aging out of the foster care system, are generally ill-prepared to obtain self-sufficiency. There is a widespread belief that young people nearing the age of emancipation from the foster care system, which is generally age 18, are vulnerable to poor economic and social outcomes as they enter adulthood. Approval of the recommended actions will allow CSS to develop and implement enhanced job readiness services needed to prepare youth to successfully compete in the labor market. Without the necessary job readiness skills, youth will be unable to achieve self-sufficiency and independence.

CONCLUSION

Upon approval of this request, please instruct the Executive Officer/Clerk of the Board of Supervisors to send an adopted copy of this Board Letter to:

1. Department of Children and Family Services
Attention: Walter Chan, Contract Manager
425 Shatto Place
Los Angeles, CA 90020
2. Department of Children and Family Services
Attention: Michael Olenick, Division Chief
Emancipation Services
3530 Wilshire Blvd. 4th Floor
Los Angeles, CA 90010

Respectfully submitted,



DAVID B. SANDERS, Ph.D., Director
Department of Children and Family Services



ROBERT RYANS, Director
Community and Senior Services

Attachments (2)

c: David E. Janssen
Lloyd W. Pellman
Violet Varona-Lukens
J. Tyler McCauley

78W 592M 11/93

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT DEPT'S. No. 325

DEPARTMENT OF COMMUNITY & SR. SERVICES April 15, 2003

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

3 ~~4~~ VOTESOURCES

Community & Senior Services
Administration
Intrafund Transfer
A01-CS-26560-6800
\$ 250,000

USES

Community & Senior Services
Administration
Services and Supplies
A01-CS-26560-2000
\$ 250,000

This appropriation adjustment provides \$ 250,000 for management costs of the Foster Youth Independent Living Program through June 30, 2003 funded by intrafund transfer from the Department of Children and Family Services.

Yonda Lee
BUDGET OFFICER

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF
ADMINISTRATIVE OFFICER FOR—

ACTION

✓ RECOMMENDATION

AUDITOR-CONTROLLER

No. 208

BY

John Naimo
APRIL 16 2003

APPROVED AS REQUESTED ✓

AS REVISED

4/17

2003
19

CHIEF ADMINISTRATIVE OFFICER

APPROVED (AS REVISED):
BOARD OF SUPERVISORS

19

BY

DEPUTY COUNTY CLERK

K. House for DeJanssen



**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES**

CONSULTANT SERVICES CONTRACT

This **Agreement** is entered into this ____ day of _____ by and between the County of Los Angeles ("County"), by and through its Department, Community and Senior Services ("CSS"), and _____ ("Contractor").

RECITALS

WHEREAS, the County, through the Department of Children and Family Services ("DCFS"), administers the Foster Youth Independent Living Skills Enhancement Program ("Program"); and

WHEREAS, the Board of Supervisors has authorized CSS, in cooperation with DCFS, to re-design and implement the Program for the provision of job readiness and placement services to youth ages 14-21; and

WHEREAS, CSS requires services of a special nature to assist in the development, refinement and implementation of a tracking system for the Program, and to train others in its use.

NOW, THEREFORE, for and in consideration of the foregoing premises and for the express intention of carrying out the purposes of the Program as administered by the County, the parties do hereby agree as follows:

SECTION 1. APPLICABLE DOCUMENTS. (a) This Agreement consists of this 4-page document, Exhibit A entitled "Standard Terms and Conditions, County of Los Angeles Community and Senior Services, Consultant Services Contract," and Exhibit B entitled "Statement of Obligations." Except as otherwise provided herein, Contractor shall comply with all terms and conditions of this Agreement, including all terms contained in the exhibits hereto.

(b) In the event of any conflict in the definition or interpretation of any word, responsibility, or contents of a deliverable product or service between this 4-page document and the exhibits attached hereto, said conflict or inconsistency shall be resolved in favor of Exhibit A to this Agreement.

(c) The County and Contractor recognize and agree that Contractor is and intends to remain an individual consultant during the term of this Agreement, that Contractor has no employees and no corporate or other organizational structure, and that any provisions of this Agreement, including its Exhibits, which pertain to actions or responsibilities regarding employees or corporate or other business organizations and which would not otherwise be applicable to individual contractors, shall not apply to Contractor. In the event Contractor,

during the term of this Agreement, hires employees or changes his or her organizational structure from that of an individual consultant, Contractor shall immediately notify the County of such change and all provisions of the Agreement shall thereafter apply to the Contractor.

SECTION 2. ADMINISTRATION. The Director shall have overall responsibility for administering this Agreement on behalf of the County. The Program Manager shall have functional responsibility for administering this Agreement.

SECTION 3. CONTRACTOR RESPONSIBILITIES. (a) Contractor shall comply with all terms and conditions of this Agreement (including all terms contained in the exhibits hereto), and those imposed and required by Program provisions, implementing regulations, grant requirements, rules and policies (which may from time to time be amended, modified or revised by the County, State and/or federal government).

(b) Contractor represents and warrants to the County, and County relies on such representation and warranty, that the Contractor (including its employees and agents) has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Agreement. The County and the Contractor understand and agree that the Contractor is responsible for the means and methods of performing these specialized services and accomplishing the results, deliverables, objectives and/or purposes specified and/or requested by the County pursuant to this Agreement

(c) Consistent with the Contractor's obligations set forth in this Agreement, and subject to County oversight, the Contractor shall perform those services/activities identified in the Statement of Obligations (Exhibit B).

SECTION 4. COUNTY OBLIGATIONS. (a) The County agrees to pay the Contractor for provision of services identified in the Statement of Obligations (Exhibit B) in accordance with relevant invoicing policies and procedures set forth in this Agreement; provided, however, that the full and complete amount obligated and paid to the Contractor by the County shall not exceed _____ (\$_____) during the term of this Agreement. Payment of this amount shall constitute full and complete payment hereunder, including transportation and all other costs associated with the Contractor's obligations contained in this Agreement.

(b) Payments made under this section shall be made from available Program funds and shall not be a charge on any other County funds from any source. Payments are conditioned on acceptable performance/progress by the Contractor and appropriation of Program funds for this Agreement.

SECTION 5. METHOD OF PAYMENT.

(a) The Contractor, shall, by the last working day of each month, submit monthly Billing statements and progress reports to the Director, or his/her designee detailing efforts under the Statement of Obligations (Exhibit B).

(b) Upon review by and approval or disapproval to the satisfaction of the Director, the County shall pay the Contractor twelve (12) equal payments of _____ (\$_____). Monthly installments are subject to reduction at the discretion of the Director based on the progress and performance of the Contractor in any month. The final payment to the Contractor shall be withheld pending determination by the Director, or his/her designee, that all contractual obligations are satisfactorily completed. **Monthly installments shall be made no later than the Fifteenth (15th) working day of the following month.**

SECTION 6. TERM. The term of this Agreement shall commence on _____, 2003, and terminate no later than the end of business on _____, 2004, except as otherwise provided herein.

SECTION 7. NOTICES/AUTHORIZED SIGNATURES. (a) Notices: Unless otherwise set forth in this Agreement, notices required or permitted to be given under the terms herein or by any law now or hereafter in effect, shall be sent via hand-delivery or via first class mail (postage prepaid) to:

(a) County

Josie Marquez, Assistant Director
Employment and Training Program
Community and Senior Services
3175 West Sixth Street, Room 307
Los Angeles, CA 90020-1708

(b) Contractor

IN WITNESS WHEREOF, the County of Los Angeles, by and through its Community and Senior Services, and the Contractor have caused this Agreement to be executed on their behalf by their duly authorized representatives. The person signing on behalf of the Contractor warrants under penalty of perjury that he or she is authorized to bind the Contractor and that Contractor will perform in accordance with the terms set forth herein.

COUNTY OF LOS ANGELES

By: _____
JOSIE MARQUEZ, Assistant Director
Employment and Training
Community and Senior Services

Approved as to Form:

LLOYD W. PELLMAN
County Counsel

By: _____
Deputy

CONTRACTOR

By:

(Signature)

(Print or Type Name)

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES**

**CONSULTANT SERVICES CONTRACTS
STANDARD TERMS AND CONDITIONS**

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STANDARD TERMS AND CONDITIONS

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
CONSULTANT SERVICES CONTRACTS**

§ 100. DEFINITIONS. For purposes of the Agreement, including all Exhibits/Attachments thereto, the following definitions shall govern its interpretation:

§ 101. "Agreement" shall mean the agreement by and between the Contractor and the County of Los Angeles, by and through its Department of Community and Senior Services, which agreement shall include the primary document and all exhibits/attachments and/or documents referenced therein.

§ 102. "Auditor-Controller" shall mean the Auditor-Controller of the County of Los Angeles and/or his designee.

§ 103. "Contract Amount" shall mean the fees or payment agreed to be paid by the County for Contractor services as set forth in the Agreement.

§ 104. "Contractor" shall mean the agency or individual contracting with the County of Los Angeles under the terms of this Agreement, including the Contractor's employees, agents, assigns, contractors and anyone else involved in any manner in the exercise of the rights therein given to the Contractor pursuant to this Agreement.

§ 105. "County" shall mean the County of Los Angeles.

§ 106. "CSS" or "Department" shall mean the County Department of Community and Senior Services.

§ 107. "Director" shall mean the Director of the County Department of Community and Senior Services and/or his designee.

§ 108. "Employment and Training Director" shall mean the Employment and Training Director of the County Department of Community and Senior Services and/or his/her designee.

§ 109. "Program" shall mean the grant program administered by the County Department of Community and Senior Services and identified on page one of the primary document to this Agreement.

§ 110. "Program Manager" shall mean the County employee designated by the Director as the manager of the Program.

§ 111. "Services" shall mean the services identified in the primary document of this Agreement, or as more specifically set forth in an appropriate exhibit or attachment thereto.

§ 112. "State" shall mean the State of California.

§ 200. ASSURANCES/CERTIFICATIONS. The Contractor provides the following assurances and certifications, and agrees to the following terms:

§ 201. Compliance with Laws. (a) The Contractor certifies and agrees that it will fully comply with all applicable requirements of the federal or State job training programs identified in the primary document to this Agreement, and regulations, rules and policies issued pursuant to the enabling statute(s), and all applicable ordinances, rules, policies, directives, and procedures adopted by the County for which the Contractor is provided actual or constructive notice. The County reserves the right to review the Contractor's procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the federal government, as applicable. The Contractor shall indemnify and hold the County, its officers, employees and agents harmless from any loss, damage or liability (including without limitation disallowed costs) resulting from a violation by the Contractor, its agents, officers and employees of any such laws, rules, regulations, ordinances, and directives.

(b) The Contractor certifies and agrees that it shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included in this Agreement are incorporated by this reference. The Contractor shall indemnify and hold the County, its officers, employees and agents harmless from any loss, damage or liability resulting from a violation by the Contractor, its agents, officers and employees of any such laws, rules, regulations, ordinances, and directives.

§ 202. Nondiscrimination in Services. (a) The Contractor certifies that the Contractor and all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, if any, shall not discriminate in the provision of services hereunder and that the aforementioned parties shall comply with all applicable federal and State statutes to the end that no person shall, on the basis of race, color, religion, ancestry, national origin, ethnic group, sex, age, condition of physical or mental disability, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

(b) If the County finds that any of the nondiscrimination provisions have been violated, such violation shall constitute a material breach upon which the County may terminate or suspend this Agreement. While the County retains the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, any determination by the State Fair Employment and Housing Commission, or the federal Equal Employment Opportunity Commission, that the Contractor has violated State or federal anti-discrimination laws or regulations, shall also constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.

§ 203. Nondiscrimination, Affirmative Action and Assurance of Compliance with Civil Rights. (a) The Contractor assures and certifies that all persons employed by it, its affiliates, subsidiaries or holding companies, are and will be treated equally by it without regard to, or because

Attachment B

of race, color, religion, national origin, ancestry, sex, age, condition of physical or mental disability, marital status or political affiliation, in compliance with all anti-discrimination laws and regulations of the United States of America and the State as they now exist or may hereafter be amended.

(b) Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, ancestry, national origin, condition of physical or mental disability, marital status or political affiliation. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(c) Contractor hereby assures that it will comply with the Civil Rights Act of 1964, 42 USC §§ 2000e through 2000e-17, to the end that no person shall, on grounds of race, religion, color, sex, national origin, condition of physical or mental disability, marital status or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

(d) To the extent applicable, Contractor shall deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or condition of physical or mental disability, marital status or political affiliation as required by all applicable anti-discrimination laws and regulations of the United States and the State as they now exist or may hereafter be amended.

(e) Contractor shall allow authorized County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by the Director.

(f) If County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the State Fair Employment and Housing Commission or the federal Equal Employment Opportunity Commission that Contractor has violated State or federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

(g) The parties agree that in the event Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to a sum of Ten Thousand Dollars (\$10,000) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of cancelling, terminating, or suspending this Agreement.

§ 204. Wage and Hour Laws. The Contractor assures and certifies that it shall comply with all State and federal wage and hour laws, including but not limited to the Fair Labor Standards Act, as amended. The Contractor shall indemnify, defend, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act, as

Attachment B

amended, for services performed by the Contractor's employees for which the County may be found jointly or solely liable.

§ 205. Safety and Working Conditions. (a) The Contractor shall comply with the provisions of the federal Occupational Safety and Health Act of 1970, as amended (29 USC § 651 et seq.) and the California Occupational Safety and Health Act and successor statutes, as well as other applicable health and safety statutes, ordinances, regulations and rules. Contractor assures that no employee will be required or permitted to work under working conditions which are unsanitary, hazardous or otherwise detrimental to the person's health or safety.

(b) Consistent with this § 205, Contractor agrees that it shall comply with section 3203 of title 8 in the California Code of Regulations which requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

(c) In addition to other requirements set forth herein, Contractor certifies that it shall, at its own expense, provide its employees all necessary general and specific training with respect to safety and working conditions and provide its employees with all required personal protective equipment necessary to perform services under this Agreement.

§ 206. Employment Eligibility Verification. (a) The Contractor warrants and certifies that it fully complies with all federal, state and local statutes, ordinances, and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under the Agreement are eligible for employment in the United States. The Contractor shall indemnify, defend and hold the County harmless from any employer sanctions or other liability which may be assessed against the County by reason of the Contractors failure to comply with the foregoing.

(b) The Contractor represents that it has secured and retained all required documentation verifying employment eligibility of its personnel, if any. The Contractor shall secure and retain verification of employment eligibility form any new personnel and, to the extent applicable, participants participating in or receiving services under this Agreement, in accordance with applicable provisions of law.

§ 207. Drug Free Workplace Compliance. The Contractor hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (Cal. Gov. Code § 8350 et seq.), as amended, including provision of the requisite certification as set forth therein; and the federal Drug-Free Workplace Act of 1988, including its implementing regulations (29 CFR Part 98 commencing with §98.600).

§ 208. Conflict of Interest/Contracts Prohibited. (a) The Contractor represents and warrants that no County employee, whose position enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the Contractor, or shall have any direct or indirect financial interest in this Agreement.

(b) The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees," and that execution of this Agreement will not violate those provisions. Anyone who is a former employee of the County at the time of execution of this

Attachment B

Agreement or who subsequently becomes affiliated with the Contractor in any capacity shall not participate in the provision of Services provided under this Agreement or share in the profits of Contractor earned for a period of one year from the date he/she separated from County employment.

§ 209. Lobbying. The Contractor certifies that each County lobbyist as defined in Los Angeles County Code § 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance (Los Angeles County Code Chapter 2.160). Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

§ 210. County Layoffs. (a) Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor agrees to give due consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the life of this Agreement.

(b) Employment offers to qualified County employees shall be under the same conditions and rate of compensation that apply to other individuals who are employed or may be employed by Contractor.

(c) Contractor shall maintain records of each employment offer made to qualified County employees and other individuals. Such records shall include a description of the position and duties, rate of pay and fringe benefits, and whether the offer was accepted, rejected, or not responded to.

§ 211. Covenant Against Contingent Fees. (a) Contractor certifies and warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fees.

(b) For breach or violation of this warranty, the County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fees. This right shall be in addition to any other legal remedy available to the County.

§ 212. GAIN/GROW Program Participants. (a) Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor agrees to give due consideration for such employment openings to participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. Upon request from Contractor, the County will refer GAIN/GROW participants by job category to the Contractor for consideration.

(b) In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

(c) Notwithstanding § 210 and § 212 of this Agreement, the Contractor and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an

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employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

§ 213. Warranty of Adherence to County's Child Support Compliance Program. (a) Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations, if any, in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

(b) As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. § 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

§ 214. Acknowledgment of County's Commitment to Child Support Enforcement. Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the contractor's place of business. The County's District Attorney will supply the Contractor with the poster to be used.

§ 215. Debarment and Suspension. (a) The Contractor certifies that it has not been subject to debarment and suspension under any federal (29 CFR Part 98), State or local grant program and will immediately inform the County of any future debarment or suspension. Said certification, which shall be in a form acceptable to the County, shall be submitted to the County no later than execution of this Agreement by Contractor.

(b) Responsible Contractor. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

(c) Chapter 2.202 of the County Code. The Contractor is hereby notified that, in accordance with County Code Chapter 2.202, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

(d) Non-Responsible Contractor. The County may debar Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an

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act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

(e) Contractor Hearing Board. (1) If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

(2) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

(3) A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

(f) Subcontractors. This § 215 shall also apply to subcontractors of County contractors.

§ 216. Nepotism. The Contractor certifies that it shall not hire nor permit the hiring of any person in a position funded under this Agreement if a member of the person's immediate family is employed in an administrative capacity by the Contractor. For the purpose of this § 216, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by the Contractor. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

§ 217. Notification of Federal Earned Income Credit. With thirty (30) days of execution of this Agreement, the Contractor certifies that it shall notify its employees, and shall require each subcontractor, if any, to notify its employees, that they may be eligible for federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

§ 218. Funding Disclosures. (a) The Contractor certifies that he or she will file with CSS, a written statement listing all revenue received or expected to be received by the Contractor from government or private funding sources which may be applied to offset in whole or in part, any of the costs incurred by the Contractor in conducting current or prospective projects or business activities including but not necessarily limited to the project or business activity which is the subject of this Agreement. Such statements shall reflect the name and description of each such project or business activity, the dollar amount of funding provided, or to be provided, by each and every entity to each such project or business activity and the full name and address of such entity. The listing of

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all revenue shall be submitted to the Director within one week of the commencement of this Agreement.

(b) During the term of this Agreement, the Contractor shall prepare and file a similar written statement hereunder each time it receives funds from an entity identified in the original statement filed following the beginning of this Agreement, or when it receives funds from a new entity not identified in the original statement. Such statements shall be filed with the Director within fifteen (15) calendar days following receipt of such additional funding.

(c) Failure to comply with this § 218 shall constitute a material breach of this contract upon which the County may cancel, terminate or suspend this Agreement.

§ 219. Prohibited Activity. To the extent applicable, the Contractor represents and warrants that it will not engage in or permit any religious proselytizing or political propagandizing in connection with the performance of this Agreement. The Contractor agrees to comply with the provision of the federal Hatch Act and with Section 675e of Subtitle B of Title VI of Public Law 101-121 (31 USC § 1352) which prohibits use of federal funds to influence the award of federal contracts or grants.

§ 220. Protection Against Fraud and Abuse. The Contractor (including its employees and agents), in performing all obligations under the terms of this Agreement, assures that it will administer the program with safeguards against fraud and abuse. The Contractor agrees to indemnify and hold the County, its officers, employees and agents harmless from any loss, damage, or liability (including without limitation disallowed costs) resulting from a violation by the Contractors, its officers, employees and agents of this section.

§ 221. Authorization Warranty. The Contractor represents and warrants that the person executing this Agreement on behalf of the Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement, and that all requirements of Contractor have been fulfilled to provide such actual authority.

§ 222. Employee Jury Duty Service Program. (a) Jury Service Program. This Agreement is subject to the provisions of the County's ordinance entitled "Contractor Employee Jury Service" ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. (Exhibit __, "Contractor Employee Jury Service Certification".)

(b) Written Employee Jury Service Policy. (1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this § 222, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month

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period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary service of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this § 222. The provisions of this § 222 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

(3) If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for any exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the term of the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for any exception to the Program.

(4) Contractor's violation of this § 222 may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor for the award of future County agreements for a period of time consistent with the seriousness of the breach.

§ 300. INDEPENDENT STATUS

§ 301. Independent Contractor. The Contractor shall at all times be acting as an independent contractor. This Agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association, as between the County and the Contractor. Contractor understands and agrees that all of Contractor's personnel are employees solely of the Contractor and not of the County for purposes of workers' compensation liability.

§ 302. No Authority to Bind County. As an independent contractor, Contractor has no power or authority to bind the County to any obligations, agreements, or contracts.

§ 303. Requisite Skills. The Contractor represents and warrants to the County, and County relies on such representation and warranty, that the Contractor (including its employees and agents) has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Agreement. The County and the Contractor understand and agree that the Contractor is responsible for the means and methods of performing these specialized services and accomplishing the results, deliverables, objectives and/or purposes specified and/or requested by the County pursuant to this Agreement.

§ 304. Identification. As an independent contractor, Contractor must, at his or her own expense, supply any and all identification material (e.g., business cards, etc.) used in the

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performance of this Agreement. Use of the County seal or other County identifier requires prior written approval of the County Chief Administrative Officer or his or her designee. IMPROPER USE OF THE COUNTY SEAL OR OTHER IDENTIFIER SHALL BE REFERRED TO THE COUNTY DISTRICT ATTORNEY OR OTHER APPROPRIATE PROSECUTORIAL AGENCY FOR INVESTIGATION AND PROSECUTION TO THE FULL EXTENT PERMITTED BY LAW. To the extent such material includes the County seal or other identifier, such material shall be distinguishable from County materials and expressly and clearly indicate that Contractor is an independent contractor or consultant.

§ 400. INDEMNIFICATION AND INSURANCE

§ 401. Indemnification. (a) The Contractor shall indemnify, defend and save harmless the County, its officers, employees and agents from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, without limitation, claims for bodily injury, death, personal injury, or property damage, including damage to County's property, arising from or connected with Contractor's operations or services hereunder (including any Workers' Compensation or FICA suits, liability, or expense) or which may be caused or alleged to be caused by any act, omission to act, on the part of the Contractor or any of its employees or agents, resulting in any infringement upon personal rights, such as libel, slander, invasion of privacy, and trademark or copyright violation, or by any act or omission to act on the part of the Contractor, its employees or agents, which results in a dangerous or defective condition on any County premises, or otherwise arising from or connected with the Services provided hereunder by or on behalf of the Contractor by any person pursuant to this Agreement.

(b) The Contractor shall also defend and indemnify the County from any liability arising from the performance of this Agreement as a result of an audit of funds received under this Agreement due to the negligent acts or omissions of the Contractor in the performance of this Agreement.

§ 402. Insurance. Without limiting the Contractor's indemnification of the County, and except as otherwise provided herein, the Contractor shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. Such insurance, which shall be provided by insurer(s) satisfactory to the County's Risk Manager, shall be primary to and not contributing with any other insurance maintained by the County. Proof of insurance shall be delivered to CSS, Contracts/Audits Unit, 3175 West 6th Street, Los Angeles, California 90020 (specifying the Program Manager as CSS Contractor Administrator and CSS as the Contract Department) on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that the County is to be given written notice at least thirty (30) days in advance of any modification or termination of any program of insurance.

All insurance required hereunder shall be primary with respect to any insurance maintained by the County and shall not call on County's program for contributions. Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County. Programs of insurance shall include:

(a) Comprehensive General Liability: A program, including but not limited to comprehensive general liability, endorsed for contractual liability and independent contractor coverage, and comprehensive general liability, with a combined single limit of not less than

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\$300,000 per occurrence. Such insurance shall be primary to and not contributing with any other insurance maintained by the County and shall name the County as an additional insured.

(b) Comprehensive Automotive Liability: A program, including but not limited to comprehensive auto liability, with a combined single limit of not less than \$300,000 per occurrence. Such insurance shall be primary to and not contributing with any other insurance maintained by the County and shall name the County as an additional insured.

(c) Workers' Compensation: To the extent applicable, a program of workers' compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code and which specifically covers all persons providing services by or on behalf of the Contractor and all risks to such persons under this Agreement.

§ 403. Notification of Incidents, Claims or Suits. (a) Contractor shall report to County any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

(b) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(c) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Program Manager.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

§ 404. Compensation for County Costs. In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County (including cost of obtaining requisite insurance for Contractor), Contractor shall pay full compensation for all costs incurred by County.

§ 405. Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Providing evidence of insurance covering the activities of sub-contractors, or

(b) Providing evidence submitted by sub-contractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to request, and Contractor agrees to provide upon such request, copies of evidence of sub-contractor insurance coverage at any time.

§ 406. Self-Insurance and Self-Insured Retentions. Self-insurance programs are subject to separate approval by the County upon review of evidence of Contractor's financial capacity to respond. Additionally, such programs must provide the County with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance. The County may, in its sole discretion, consider a self-insured program as an alternative to commercial insurance from the Contractor upon review and approval of the following:

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(a) A formal declaration to be self-insured for the type and amount of coverage indicated. This can be a corporate resolution or a certified statement from a corporate official or an authorized principal of a partnership or a sole proprietorship. Contractor must notify the County immediately of discontinuation or substantial change in the program.

(b) Agreement to provide the County at least the same defense of suits and payment of claims as would be provided by first-dollar commercial insurance.

(c) Agreement to notify the County immediately of any claim, judgment, settlement, award, verdict or change in Contractor's financial condition which would have a significant negative effect on the protection that the self-insurance program provides the County.

(d) Name, address and telephone number of Contractor's legal counsel and claims representative, respectively, for the self-insurance program.

(e) Financial statement that gives evidence of Contractor's capacity to respond to claims falling within the self-insured program. Re-submission is required at least annually for the duration of the affected operation or more frequently at County's request. **FAILURE TO COMPLY WILL RESULT IN WITHDRAWAL OF COUNTY APPROVAL.**

§ 407. Failure to Procure or Maintain Insurance. Failure on the part of the Contractor to procure or maintain insurance or otherwise satisfy the requirements of this § 400, shall constitute a material breach upon which the County may, in its sole discretion, immediately terminate or suspend this Agreement or procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by the Contractor to the County upon demand or the County may set off the cost of the premiums against any monies due to the Contractor from the County.

§ 500. OPERATIONAL RESPONSIBILITIES

§ 501. County Rules. Contractor shall, in all details of the Services to be performed by Contractor, comply with and abide by all applicable rules, regulations and directions of the County, and shall be governed by the policy and guideline requirements of the DCFS, CSS, relevant County commissions and State and/or federal agencies responsible for Program funding..

§ 502. Permits/Licenses. Contractor shall comply with all applicable County and local ordinances and all State and federal laws, and in the course thereof, obtain and keep in effect, at a cost solely borne by the Contractor, all permits and licenses required to conduct the Services.

§ 503. Public Statements. Contractor shall indicate in any press statement(s) or release(s) to the public that is related to the Program, that it is funded by the County. All such releases, statements or press or public activities shall be approved and coordinated with the Director.

§ 504. Staff Identification. (a) Contractor shall provide for him/herself and all Contractor staff providing services under this Agreement with a photo identification badge in accordance with County specifications (said badge to be clearly distinguishable from County employee identification badges). Specifications may change at the discretion of the County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Contractor implementing the use of the badge.

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Contractor and his/her staff, while on duty or when entering any County facility or County grounds, shall prominently display the photo identification badge on the upper part of the body.

(b) Contractor shall notify the County within one business day when staff are terminated or otherwise removed from working under this Agreement. Contractor is responsible to retrieve and immediately destroy the staff's photo identification badge at the time of removal. Upon termination or expiration of this Agreement, Contractor shall immediately destroy any remaining badge(s) used to comply with this § 504, and certify same to the County.

(c) If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the staff person's photo identification badge at the time of removal.

§ 600. AUDITS/RECORDS/REPORTS.

§ 601. Audits. (a) The Contractor shall allow authorized County, State and federal representatives to have full access to the Contractor's facilities and all related Program documentation and other physical evidence for the purposes of auditing, evaluation, inspection, and monitoring of the Program set forth in this Agreement, including the interviewing of Contractor's staff, if any, during normal business hours.

(b) The Contractor shall take all actions necessary to enable any of the County, State, and/or federal representatives to clearly determine whether the Contractor is properly performing its contractual obligations, especially in relation to payments received.

(c) If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference, at the County's discretion and in its sole direction, shall be either:

(1) Repaid forthwith by Contractor to County by cash payment; or

(2) Credited against future payments hereunder to Contractor. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid to Contractor by County provided that in no event shall the County's maximum obligation for this Agreement exceed the maximum contract sum.

(d) Failure by the Contractor to comply with the requirements of this § 601 shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this Agreement.

§ 602. Inspection of Records. (a) During normal business hours, Contractor shall allow the County to inspect the books, records, documents and other evidence bearing on the costs and expenses of the Contractor with respect to work performed hereunder to determine compliance with the terms of this Agreement, and shall allow the Director, the County and/or other authorized State or federal governmental representatives access for any other purpose incidental to the performance of the responsibilities of those governmental entities.

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(b) All material subject to inspection, including time cards signed by employee and supervisor, and all pertinent cost, accounting, financial records, and proprietary data, must be kept and maintained by the Contractor in a location within Los Angeles County for a period of five (5) years after completion of this Agreement unless County's written permission is obtained to dispose of material prior to this time. In the event Contractor's books, records or documents are located outside the County of Los Angeles, the Contractor agrees to pay the County for traveling and per diem costs connected with an inspection or audit.

§ 603. Records/Data. (a) All data and information collected by Contractor in performance of its obligations under the terms of this Agreement shall remain or become the property of the County and shall not be appropriated by the Contractor for private, proprietary use. All reports and other data collected during the term of this Agreement shall be relinquished to the County upon termination of this Agreement.

(b) The Contractor shall maintain all books, records, documents or other evidence bearing on the costs and expenses of the Contractor with respect to work performed hereunder, as are deemed necessary or required by the County or State of federal regulations or rules, for five (5) years after final settlement under this Agreement unless permission to destroy them is granted by authorized County or State representative.

(c) County obtains the right to use, duplicate and disclose in whole or in part, in any manner, for any purpose whatsoever, any information or data generated from the services rendered by the Contractor under the terms of this Agreement.

(d) This provision shall survive termination or expiration of the Agreement.

§ 604. Confidentiality. Information obtained about Program participants shall be maintained in a confidential manner in accordance with applicable law.

§ 605. Progress Reports. The Contractor shall, at the direction of the Director, submit periodic progress reports outlining progress in completing services set forth in the Statement of Obligations (Exhibit B).

§ 700. TERMINATION/CANCELLATION OF SERVICES

§ 701. Termination of Agreement for Default. (a) This Agreement may be terminated in whole or in part by the County providing to Contractor a written Notice of Default if the Contractor fails to perform any covenant or condition of this Agreement, as determined by the Director.

(b) The Contractor shall have not more than ten (10) calendar days from the date of the Notice of Default in which to cure the default(s), however, in his sole discretion, the Director, may extend this period or authorize a longer period for cure.

(c) Without limitation of any additional rights or remedies to which it may be entitled, if the County terminates all or part of the Contractor's services for Contractor's Default, the County, in its sole discretion, may procure replacement services and the Contractor shall be liable for all excess County costs incurred in connection with seeking the replacement services, as determined by the County in its sole discretion.

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§ 702. Termination for Convenience. (a) Except as otherwise provided in this Agreement, the County may terminate this Agreement upon thirty (30) days written notice to the Contractor without liability for any services to be performed after the date of such cancellation/termination, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under this Agreement is terminated, and the date upon which such termination becomes effective. In the event of termination, the County shall pay the Contractor for all services completed prior to the effective date of such termination, less payments previously paid by the County for such services.

(b) Except as otherwise provided in this Agreement, the Contractor may terminate this Agreement upon thirty (30) days written notice to the County without liability for any services to be performed after the date of such cancellation/termination. In the event of termination, the Contractor shall repay the County for payments made for services not completed prior to the effective date of such termination.

§ 703. Termination for Improper Consideration. (a) The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

(b) Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(c) Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

§ 704. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in § 213 shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County may terminate this Agreement.

§ 705. Force Majeure. (a) The parties will be excused from the performance of this Agreement in whole or in part, only by reason of the following causes:

- (1) when such is prevented by operation of law;
- (2) when such is prevented by an irresistible superhuman cause, including but not limited to flood, earthquakes and fires; and,

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(3) when such is prevented by an act of the public enemies of the State of California or of the United States of America, or by strike, mob violence, fire, delay in transportation beyond the control of Contractor, or unavoidable casualty.

(b) In the event the Contractor's performance is excused in accordance with this § 705, and the services are not provided, the Contractor agrees to reimburse the County the any amounts previously paid by the County; excluding extraordinary costs and expenses incurred by the Contractor as a direct result of instructions from the County; provided, however, that such costs and expenses have been approved by the Director in his sole discretion.

§ 706. Program Termination. In the event the Program is terminated for any reason, the County may terminate this Agreement immediately without further liability for services yet to be rendered.

§ 707. Termination for Non-Appropriation of Funds. The County's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to the County's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated in accordance with the provisions of § 702 (Termination for Convenience), as of the end of the then current fiscal year; provided, however, that the notice required in such an event may be less than that required under § 702. The County shall make a good faith effort to notify the Contractor in writing of such non-allocation at the earliest time.

§ 708. Contractor Action Upon Termination. After receipt of a Notice of Termination pursuant to the terms of this Agreement, and except as otherwise directed by the Director or his designee, the Contractor shall:

- (a) Incur no new or additional obligations in connection with the terminated work, and on the date set in the Notice of Termination, the contractor shall stop work to the extent specified.
- (b) Take all reasonable steps to minimize costs allocable to the work terminated by the notice.
- (c) Terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and order connected with the terminated work.
- (d) Complete performance of such part of the work that shall not have been terminated by the Notice of Termination.

§ 800. GENERAL PROVISIONS

§ 801. Contract Modifications/Amendments. This Agreement fully expresses the Agreement of the parties. Except where expressly provided herein, any modification or amendment of the terms or conditions of this Agreement must be by means of a separate written document approved by the Los Angeles County Board of Supervisors and/or the Director as applicable. No oral conversation between any officer or employee of the parties shall modify or otherwise amend this Agreement in any way.

§ 802. Assignments. This Agreement may not be assigned, in whole or in part, without the written consent of the County. Absent such approval, any attempt by the Contractor to assign this Agreement shall be void and shall constitute a material breach of this Agreement upon which the County may immediately terminate this Agreement.

§ 803. Notices. (a) The Program Manager shall be the County representative to whom the Contractor shall forward all notices, documents, reports, and records as required herein. Notices to the parties shall be addressed as listed in the Agreement.

(b) Notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

(c) If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of such change in accord with this section, within five (5) working days of said change.

(d) Notwithstanding any other provision of this Agreement, in the event of suspension or termination of this Agreement, notices may also be given upon personal delivery to any person whose action or knowledge or such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a co-partner, if Contractor is a partnership, or by the president, vice president, secretary or general manager, if the Contractor is a corporation, or by the managing agent regularly in charge of the work on behalf of the Contractor, shall in any case be sufficient notice.

§ 804. Waivers. (a) Any waiver by the County of any breach of any one or more of the covenants, conditions, terms and agreements contained herein shall not be construed to be a waiver of any subsequent or other breach of the same or any other covenant, condition, term or agreement contained herein, nor shall failure on the part of the County to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements contained herein be construed as in any manner changing the terms of this Agreement or stopping the County from enforcing the full provision thereof.

(b) No delay, failure, or omission of the County to exercise any right, power, privilege or option, arising from any default, nor any subsequent payments then or thereafter made shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

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(c) Waivers of the provisions of this Agreement shall be in writing and signed by the Employment and Training Director.

§ 805. Validity. The invalidity of any provision of this Agreement shall not void or affect the validity of any other provision.

§ 806. Entire Agreement. (a) This Agreement constitutes the entire, full, complete and exclusive statement of understanding between the parties which supersede all previous written or oral agreements, and all prior communications between the parties relating to the subject matter of this Agreement.

(b) Contractor warrants that he/she has received a copy of this Agreement, including all exhibits thereto, and upon execution of this Agreement, it shall be Contractor's responsibility to retain on file, and to abide by the entire Agreement.

§ 807. Captions. The section headings appearing herein shall not be deemed to govern, limit, modify or in any way affect the scope, meaning or intent of these terms and conditions.

§ 808. Proprietary Rights. (a) County and Contractor agree that all software, materials, data and information developed under and/or purchased or licensed in connection with this Agreement shall become the sole property of the County, provided the Contractor may retain possession of all working papers prepared by Contractor. During and subsequent to the term of this Agreement, County shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

(b) Any materials, data and information not developed under this Agreement, which Contractor considers to be proprietary and confidential, shall be plainly and prominently marked by Contractor as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".

(c) County will use reasonable means to ensure that Contractor's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, County will notify Contractor of any Public Records Act request for items described in § 808 (b). County agrees not to reproduce or distribute such materials, data and information to non-County entities without the prior written permission of Contractor.

(d) Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under § 808 for:

(1) Any material, data and information not plainly and prominently marked with restrictive legends as set forth in § 808 (b);

(2) Any materials, data and information covered under § 808 (a); and

(3) Any disclosure of any materials, data and information which County is required to make under the California Public Records Act or otherwise by law.

(e) Contractor shall protect the security of and keep confidential all materials, data and information received or produced under this Agreement. Further, Contractor shall use

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whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including but not limited to, fire and theft.

(f) Contractor shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in County's computer systems, or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by County, without County's prior written consent.

(g) The provisions of § 808(d), (e) and (f) shall survive the expiration or termination of this Agreement.

§ 809. Patents/Copyrights/Trademarks. (a) The Contractor agrees that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or inventions or tools of all types, developed or acquired by Contractor or otherwise, in whole or in part, in connection with this Agreement, and all works based thereon, incorporated therein, or derived therefrom, shall be made available to the County, State and/or federal representatives as set forth herein. The Contractor shall disclose to the County, in writing, any item identified herein which is invented, acquired, developed or assembled as a result of performance of work performed under the terms of this Agreement, no later than sixty (60) days of invention, acquisition, development, or assembly.

(b) To the extent the Contractor reports an item identified in § 809 (a) which is patentable, the County shall report such fact to the State and federal representatives. Absent an agreement to the contrary, federal Program representatives, either independently or in conjunction with the State, shall determine whether to seek protection on the invention or discovery. Federal Program representatives shall determine how the rights in the invention or discovery, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest as provided by applicable law, executive order or directives. The parties shall be bound by the federal Program representative's determination, as well as lawful instructions to carry out the intent of this subparagraph.

(c) To the extent the Contractor reports an item identified in § 809 (a) which is copyrightable, the County shall have the right to copyright the material. The County shall also have the right to assign, license, or otherwise transfer any and all County's right, title, and interest, including, but not limited to, copyrights, in and to the items described in § 809 (a). Upon written request, the Contractor shall promptly execute and deliver to the County all papers, instruments and other documents requested including, but not limited to, an assignment and transfer of copyright, to reflect the Contractor's assignment and transfer to the County of all right, title, and interest in and to the items described in § 809 (a), and promptly perform all other acts necessary to carry out the terms of this Agreement. Federal Government and the State shall reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal government purposes the copyright arising under the terms of this Agreement.

(d) The Contractor shall have no concurrent rights whatsoever in or to any of the items described in § 809 (a), except for the right to use, enhance and/or modify same during the

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Contractor's performance of this Agreement, and except as may be otherwise granted by County to the Contractor in writing. All the Contractor's enhancements and modifications of such items shall be considered derivative works and shall be solely owned by the County. Except as may otherwise be provided in this Agreement, the Contractor shall have no right, title or interest whatsoever, including, but not limited to, any copyrights in and to the underlying items or in and to any derivative works, except as otherwise provided herein. The license is transferable by the Contractor only with the written approval of the County.

(e) Where the County, State or federal government decline the acceptance or transfer of rights, the Contractor shall retain the entire right, title and interest throughout the world to each subject invention, document, program or data. In such event, the County shall have non-exclusive, non-transferable, irrevocable, royalty-free license to use subject invention, document, program, or data or other items identified in § 809 (a) throughout the world.

(f) During the terms of this Agreement and for five (5) years thereafter, the Contractor shall maintain and provide security for all the Contractor's working papers prepared under this Agreement. The County, State and federal government shall have the right to inspect, copy, and utilize, at any time during and subsequent to the term of this Agreement, any and all such working papers and all information contained therein.

(g) To the extent Contractor's services include development of marketing materials, including but not limited to logo design, Contractor shall be responsible for conducting all necessary trademark/copyright searches to ensure against infringement claims and actions. The Contractor agrees to indemnify and hold the County, its officers, employees and agents harmless from any loss, damage, or liability resulting from (i) failure of the Contractor, its officers, employees and agents to comply with this section, and (ii) copyright and/or trademark infringement disputes, claims, and/or actions.

§ 810. Repayment. The Contractor agrees to be bound by applicable County, State and federal Program disallowed cost procedures, rules and regulations, and to repay to the County any amount which is found to violate the terms of this Agreement or applicable Program provisions or implementing rules and regulations.

§ 811. Subcontracting. (a) No performance of this Agreement or any portion thereof may be subcontracted by the Contractor without prior written notice to the Director or his authorized designee. Furthermore, Contractor agrees that, to the extent any part of this Agreement is to be subcontracted, Contractor shall comply with all County, State and/or federal procurement requirements established for the Program.

(b) Any attempt by the Contractor to subcontract any performance of the terms or conditions of this Agreement without first providing written notice to the Director or his authorized designee, shall be null and void and shall constitute a breach of this Agreement.

(c) All notices of subcontracting shall be directed to the Director and shall, at a minimum, include:

(1) A description of the services to be provided by the subcontract; and

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(2) Identification of the proposed subcontractor(s) and an explanation of why and how the proposed subcontractor(s) were selected.

(d) Subcontracts shall be made in the name of the Contractor and shall neither bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under the terms of this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractor(s). Notice to the Director of any subcontract shall not be construed to constitute a determination of the allowability of any cost under this Agreement. In no event shall approval of any subcontract by the Director be construed as affecting any increase in the amount of this Agreement. Contractor shall be responsible for all costs associated with subcontracting.

§ 812. Public Records Act. (a) Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Agreement; as well as those documents which were required to be submitted in response to a solicitation issued by the County for the awarding this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

(b) In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an RFP or other solicitation marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

§ 813. County's Quality Assurance Plan. County, through CSS, will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Agreement terms and performance standards. Contractor deficiencies which CSS determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Director. The report will include improvement/corrective action measures taken by CSS Program Manager and Contractor. If improvement does not occur consistent with the corrective action measures, the Director may terminate this Agreement in whole or in part or impose other penalties as specified in the Agreement.

§ 814. Recycled Bond Paper. Consistent with the Board of Supervisor's policy to reduce the amount of solid waster disposal at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible in providing services.

§ 815. Nonexclusivity. Nothing in this Agreement is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict County from acquiring similar, equal or like services from other entities or sources.

§ 816. Endorsement. The Contractor shall not, in any manner, advertise, publish or represent that the County endorses the services herein provided without the prior written consent of

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the County. Any published document, opinion or article referencing the County must have prior written consent of the Director.

§ 817. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue to any action brought hereunder shall be exclusively in the County of Los Angeles, California.

§ 818. Interpretation. No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

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